

purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

### LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT

7. Article 3 of the Loan Servicing Agreement is hereby amended by substituting in its entirety the following provisions of Nevada Administrative Code section 645B.073:

Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

(a) The designation of the mortgage broker, servicing agent or other person to act on the behalf of the holders of the beneficial interests in the loan; and

(b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.

The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender does not waive any right or defense against any claim that USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

Sylvia M. Good Successor Trustee under the Sylvia M. Good Survivor's Trust established under the Sam Good Family Trust dated 6/25/86 as amended & restated 3/14/91

VINDRAUGA CORPORATION  
A California Corporation

Sylvia M. Good

By: Howard Justus  
for Howard Justus  
President

1-310-273-3029  
Telephone

1-310-273-3029  
Facsimile

\_\_\_\_\_  
Email

Good

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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#### "LENDER"

Erna D. Grundman, an unmarried woman & Joanne M. Grundman, a single women, as joint tenants with right of survivorship

Erna D. Grundman

Joanne M. Grundman

VINDRAUGA CORPORATION  
A California Corporation

By: Howard Justus  
for Howard Justus  
President

FEB-23-2007 10:39 AM DORA HARFORD

714 625 4356

P.01

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#### "LENDER"

Ronald W. Harford and Dora D. Harford Trustees of the  
Harford Family Trust dated 10/15/1993

VINDRAUGA CORPORATION  
A California Corporation

*Ronald W Harford* Trustee  
*Dora D Harford* Trustee

By: *Howard Gustus*  
Howard Gustus  
President

*new mailing address*

RON & DORA HARFORD  
7982 LAS VEGAS BLVD. S. #802  
LAS VEGAS, NV 89123

*3  
please e-mail me with  
confirmation of this*

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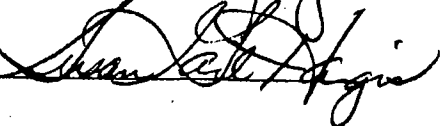
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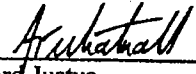
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#### "LENDER"

Paul Hargis & Susan Gail Hargis, husband & wife, as joint tenants with right of survivorship

VINDRAUGA CORPORATION  
A California Corporation

 2-23-07  
 2-23-07

By:   
for Howard Justus  
President

02/21/2007 18:55 7574659899

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PAGE 02/04

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#### "LENDER"

First Trust Co. Of Omega Custodian For Brenda High IRA

VINDRAUGA CORPORATION  
A California Corporation

Brenda J High 2-21-07

By: Howard Justus  
for Howard Justus  
President

02/21/2007 18:55

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PAGE 03/04

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#### "LENDER"

First Trust Co. Of Omega Custodian for Hamilton High  
IRA

H. M. High 2-21-07

VINDRAUGA CORPORATION  
A California Corporation

By: Howard Justus  
President

02/20/2007 18:08 FAX

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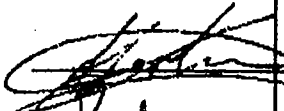
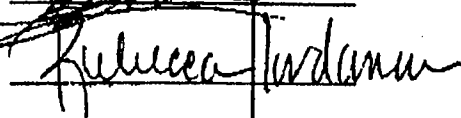
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#### "LENDER"

Athanasios N. Iordanou & Rebecca Iordanou, husband & wife, as joint tenants with right of survivorship

VINDRAUGA CORPORATION  
A California Corporation

By:   
for Howard Justus  
President

02/27/2007 10:22 12565-586-3696

KENNETH GREENE

PAGE 82

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#### "LENDER"

Kenneth R. Greene & N. Dean Greene, husband & wife, as joint tenants with right of survivorship

VINDRAUGA CORPORATION  
A California Corporation

*Kenneth R. Greene*  
*N. Dean Greene*

By: *Howard Fustus*  
Howard Fustus  
President



FEB-23-2007 05:14 PM S. HALVORSON

909 678 9333

P. 03

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#### "LENDER"

Suzanne M. Halvorson Trustee of the Suzanne M. Halvorson Trust dated 3/21/03

VINDRAUGA CORPORATION  
A California Corporation

*Suzanne M. Halvorson*  
Trustee of the Suzanne M.  
Halvorson Trust

By: *Howard Justus*  
for Howard Justus  
President

03/01/2027 21:35 7029741900

HANDELMAN

PAGE 02/02

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The provisions of the Loan Servicing Agreement are otherwise unchanged <sup>WITH THE EXCEPTION OF ARTICLE 4</sup> and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender retains all rights and recourses against any claim which USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

~~WHICH IS ELIMINATED AND REPLACED WITH THE AGREEMENT THAT VINDRAUGA SHALL TAKE NO LEGAL FEES FROM LENDER OR "LENDER"~~

Gloria W. Handelman and Jim Handelman, wife and husband, as joint tenants with the right of survivorship

VINDRAUGA CORPORATION  
A California Corporation

*Gloria W. Handelman*  
*Jim Handelman*

By: *Howard Justus*  
for Howard Justus  
President

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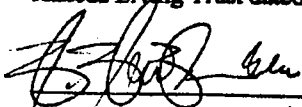
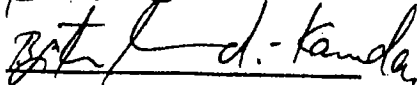
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#### "LENDER"

K. Ken Kaneda & Brigitte Arend-Kaneda Trustees of the  
Kaneda Living Trust dated 5/30/02

VINDRAUGA CORPORATION  
A California Corporation

By:   
for Howard Justus  
President

FEB-21-2007 07:17P FROM:TOM KEWELL

9257357154

TO:16192209112

P.7

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"LENDER"

Frederick W. Kewell II, Trustee of the Barbara J. Kewell  
Trust dated 7/18/89

VINDRAUGA CORPORATION  
A California Corporation

Thomas D. Kewell  
Thomas D. Kewell

By: Howard Justus  
for Howard Justus  
President

FEB-21-2007 07:27P FROM:TOM KEWELL

9257367154

TO:16192208112

P.4

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#### "LENDER"

Clawiter Associates, LLC, a California limited liability company

Thomas D. Kewell

VINDRAUGA CORPORATION  
A California Corporation

By: Howard Justus  
for Howard Justus  
President

**LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT**

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Ruth A. Kuester Trustee of the Ruth A. Kuester Trust dated 1/29/91

VINDRAUGA CORPORATION  
A California Corporation

Ruth A. Kuester, Trustee

951-765-3143

Telephone

By: Howard Justus  
for Howard Justus  
President

Facsimile

eva.ruth.k@gmail.com  
Email

kuester

Feb 09 2007 3:01PM HP LASERJET 3330

P. 1

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

#### LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT

8. Article 3 of the Loan Servicing Agreement is hereby amended by substituting in its entirety the following provisions of Nevada Administrative Code section 645B.073:

Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

- (a) The designation of the mortgage broker, servicing agent or other person to act on the behalf of the holders of the beneficial interests in the loan; and
- (b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.

The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender retains all rights and recourse against any claim which USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

#### "LENDER"

Sidney L. Larson & Ruth Ann Larson Trustees of the  
Larson Family Trust dated 6/19/94

*Sidney L. Larson*  
*Ruth Ann Larson*

VINDRAUGA CORPORATION  
A California Corporation

By: *Howard Justus*  
for Howard Justus  
President

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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#### "LENDER"

Robert Levy & Renee Levy Trustees of the RNR Living Trust dated 10/1/04

*Robert Levy Trustee*  
*Renee Levy Trustee*

VINDRAUGA CORPORATION  
 A California Corporation

By: *Howard Justus*  
 for Howard Justus  
 President



because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

#### LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT

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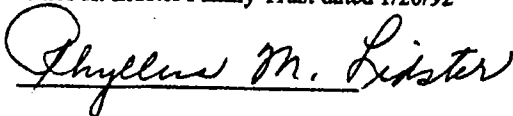
Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

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#### "LENDER"

James H. Lidster & Phyllus M. Lidster Trustees of the  
James H. Lidster Family Trust dated 1/20/92

  
\_\_\_\_\_

VINDRAUGA CORPORATION  
A California Corporation

By:   
for Howard Justus  
President

2

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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#### "LENDER"

John M. Luongo & Gloria Luongo, husband & wife, as joint tenants with right of survivorship and payable on death to Stephanie Luongo

VINDRAUGA CORPORATION  
A California Corporation

*John M. Luongo*  
*Gloria Luongo*

By: *Howard Justus*  
for Howard Justus  
President

5

*dmz*  
Luongo

P. 02

775 826 3299

FEB-07-2007 08:11 AM LUONGO

FROM : MAKI

PHONE NO. : 219 365 2188

Feb. 26 2007 07:46AM P2

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

**LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT**

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- (b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.

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**"LENDER"**

Marie A. Maki & Raymond E. Maki, husband & wife, as joint tenants with right of survivorship

Marie A. Maki

Raymond E. Maki

VINDRAUGA CORPORATION  
A California Corporation

By: Howard Justus  
Howard Justus  
President

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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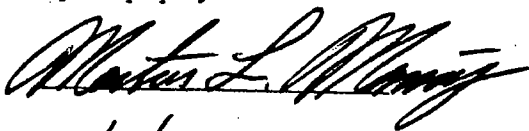
Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

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- (b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.


The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender retains all rights and recourses against any claim which USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

"LENDER"

Martin L. Manning, a married man dealing with his sole & separate property

  
2/14/2007

VINDRAUGA CORPORATION  
A California Corporation

By:   
for Howard Justus  
President

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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8. Article 3 of the Loan Servicing Agreement is hereby amended by substituting in its entirety the following provisions of Nevada Administrative Code section 645B.073:

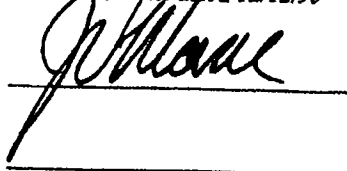
Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

- (a) The designation of the mortgage broker, servicing agent or other person to act on the behalf of the holders of the beneficial interests in the loan; and
- (b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.


The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender retains all rights and recourses against any claim which USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

"LENDER"

J V Marrone Trustee for the benefit of The J V Marrone  
Revocable Trust dated 12/12/95



VINDRAUGA CORPORATION  
A California Corporation

for By:   
Howard Justus  
President

purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

**LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT**

7. Article 3 of the Loan Servicing Agreement is hereby amended by substituting in its entirety the following provisions of Nevada Administrative Code section 645B.073:

Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

(a) The designation of the mortgage broker, servicing agent or other person to act on the behalf of the holders of the beneficial interests in the loan; and

(b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.

The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender does not waive any right or defense against any claim that USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

V. R. Marrone & Reba F. Marrone Trustees of the V. R. & Reba F. Marrone Trust dated 10/22/01

VINDRAUGA CORPORATION  
A California Corporation

*VR Marrone*  
*Reba F. Marrone*  
(760) 749 8343  
Telephone

By: *H. Gustus*  
for Howard Gustus  
President

Facsimile

*R MARRONE @ WEB TV. NET*  
Email

VR Marrone

**LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT**

7. Article 3 of the Loan Servicing Agreement is hereby amended by substituting in its entirety the following provisions of Nevada Administrative Code section 645B.073:

Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

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The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender does not waive any right or defense against any claim that USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

First Savings Bank Custodian For Bobbie Marrs IRA

VINDRAUGA CORPORATION  
A California Corporation

Bobbie Marrs

208-3281  
Telephone

658 1052  
Facsimile

Bobbie63@aol.net  
Email

By: Howard Justus  
for Howard Justus  
President

Marrs

FROM :

FROM :

FAX NO. : 7757468120

Nov. 14 2006 03:38PM P4

FAX NO. : 7072590774

Feb. 22 2007 12:06PM P1

FROM :

Feb 22 07 11:31a

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FAX NO. : 7757468120

Nov. 13 2006 01:24PM P1  
0:02201112

owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, accept, write or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amount collected from the borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

#### LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT

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The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reiterated by Lender as to Vindrauga. Lender retains all rights and remedies against any claim which USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

"LENDER"

Randi E. McHugh

*Randi E. McHugh*  
2-23-07

VINDRAUGA CORPORATION  
A California Corporation

By: *Howard Justice*  
Howard Justice  
President

for



FROM : ... FAX NO. : 7757468120

Nov. 14 2006 03:41PM P10  
6192208112 p.4

owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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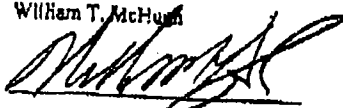
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"LENDER"

William T. McHugh

  
2-23-07

VINDRAUGA CORPORATION  
A California Corporation

By:   
for Howard Justus  
President

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"LENDER"

Dale J. McMullan Trustee of the McMullan Living Trust  
dated 8/19/94

Dale J. McMullan TEE

VINDRAUGA CORPORATION  
A California Corporation

By: Howard Justus  
for Howard Justus  
President

Jan-25-07 10:58P TIP TOP AMUSEMENT CO

775 885 9909

P.01

because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

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"LENDER"

Douglas Minter & Elizabeth F. Minter Trustees of the  
Minter Family 1994 Trust

VINDRAUGA CORPORATION  
A California Corporation

Douglas Minter  
Elizabeth F. Minter  
By: Howard Justus  
President

Feb 26 07 08:34a

PETE MONIGHETTI

831-6635114

p.1

owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

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"LENDER"

Monighetti, Inc., a Nevada corporation

  
Pete Monighetti

VINDRAUGA CORPORATION  
 A California Corporation

By:   
 For Howard Justus  
 President

02/26/2007 13:11 7026557924

RON MONTESANO

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because the Loan is in default) and also late charges and loan servicing fees, which were not actually collected or received before the Effective Date of this Designation, are nevertheless still owing to USA or Compass as a loan servicing fee. Vindrauga or the Lender may receive a demand for payment of this money from USA or Compass. The Lender hereby grants to Vindrauga full power and authority to pay, contest, settle or compromise these claims of USA or Compass on behalf of the Lender at any time before purchasing the Lender's interest as provided for under the Loan Servicing Agreement or under this Designation. Vindrauga may only be reimbursed for payment to USA or Compass by deducting it from the amounts collected from the Borrower or from the purchase price of Lender's interest as provided for under the Loan Servicing Agreement or under this Designation.

#### LENDER'S RIGHT TO DESIGNATE NEW SERVICING AGENT

8. Article 3 of the Loan Servicing Agreement is hereby amended by substituting in its entirety the following provisions of Nevada Administrative Code section 645B.073:

Rights of Lender under Nevada Administrative Code section 645B.073. The holders of 51 percent or a greater specified percentage of the beneficial interests of record shall have the right to act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including, without limitation:

- (a) The designation of the mortgage broker, servicing agent or other person to act on the behalf of the holders of the beneficial interests in the loan; and
- (b) The sale, encumbrance or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of a foreclosure.

The provisions of the Loan Servicing Agreement are otherwise unchanged and are hereby reaffirmed and reinstated by Lender as to Vindrauga. Lender retains all rights and recourses against any claim which USA or Compass may assert against Lender or against Vindrauga as the agent of Lender.

#### "LENDER"

Ronald K. Montesano Trustee for the benefit of The Underpass Trust

*Ronald K. Montesano Trust*

VINDRAUGA CORPORATION  
A California Corporation

By: *Howard Hustus*  
for Howard Hustus  
President